

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Shukai Chen, et al.)	Court File No. 21-cv-1247 (DWF/DTS)
)	
Plaintiffs,)	
)	<u>TARGET CORPORATION'S MOTION</u>
v.)	<u>TO STRIKE AND DISMISS</u>
)	<u>PLAINTIFFS' COMPLAINT</u>
Target Corporation,)	
)	
Defendant.)	
)	

Pursuant to Rules 12(b)(1), 12(b)(6) and 12(f) of Federal Rule of Civil Procedure as set forth in the attached chart with specificity as to specific Counts of Plaintiffs' Complaint and the Local Rules of this Court, Defendant Target Corporation, by and through its attorneys, hereby moves the Court for an Order striking and dismissing Plaintiffs' Complaint in its entirety, with prejudice and on the merits. This Motion is based on the accompanying Memorandum of Law, all of the files, records, and proceedings herein, such argument as may be presented to the Court, and all matters of which the Court may take judicial notice.

Dated: August 9, 2021

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ATTORNEYS FOR DEFENDANT TARGET
CORPORATION

Count	12(B)(1)	12(B)(6)	12(F)
COUNT 1 VIOLATION OF ALABAMA CONSUMER PROTECTION ACT (ALA. CODE § 8-19-1, ET. SEQ.)	No representative plaintiff		
COUNT 2 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (ALA. CODE § 7-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 3 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (ALA. CODE § 7-2-315 ET. SEQ.)	No representative plaintiff		
COUNT 4 VIOLATION OF ALASKA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT (ALASKA STAT. § 45.50.471, ET. SEQ.)	No representative plaintiff		
COUNT 5 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (ALASKA STAT. § 45.02.314, ET. SEQ.)	No representative plaintiff		
COUNT 6 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (ALASKA STAT. § 45.02.315, ET. SEQ.)	No representative plaintiff		
COUNT 7 VIOLATION OF CONSUMER FRAUD ACT	No representative plaintiff		

(ARIZ. REV. STAT. §44-1521, ET. SEQ.)			
COUNT 8 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (ARIZ. REV. STAT. § 47-2314, ET. SEQ.)	No representative plaintiff		
COUNT 9 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (ARIZ. REV. STAT. § 47-2315, ET. SEQ.)	No representative plaintiff		
COUNT 10 VIOLATION OF ARKANSAS DECEPTIVE TRADE PRACTICES ACT (ARK. CODE ANN. §§ 4-88-101, ET. SEQ.)	No representative plaintiff		
COUNT 11 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (ARK. CODE ANN. § 4-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 12 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (ARK. CODE ANN. § 4-2-315, ET. SEQ.)	No representative plaintiff		
COUNT 13 VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (Cal. Bus. & Prof. Code §§ 17200, et. seq.)		No causation No particularity Fails to establish lack of adequate remedy at law	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 14 VIOLATION	No pre-suit notice	No duty to	Individual

OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT (Cal. Civ. Code §§ 1750, et. seq.)	for class	disclose No causation No particularity	issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 15 VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW (Cal. Bus. & Prof. Code § 17500, et. seq.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 16 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (CAL. COMM. CODE § 2314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 17 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (CAL. COMM. CODE § 2315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 18 VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT (COLO. REV. STAT. §§ 6-1-105, ET. SEQ.)	No representative plaintiff		
COUNT 19 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (COL. REV. STAT. § 4-2-	No representative plaintiff		

314, ET. SEQ.)			
COUNT 20 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (COL. REV. STAT. § 4-2-315, ET. SEQ.)	No representative plaintiff		
COUNT 21 VIOLATION OF CONNECTICUT UNFAIR TRADE PRACTICES ACT (C.G.S. §§ 42-110A ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 22 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (C.G.S § 42a-2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 23 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (C.G.S § 42a-2-314, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 24 VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT (DEL. CODE ANN. TIT. 6 § 2511, ET. SEQ.)	No representative plaintiff		
COUNT 25 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY	No representative plaintiff		

(DEL. CODE ANN. § 2-314, ET. SEQ.)			
COUNT 26 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (DEL. CODE ANN. § 2-315, ET. SEQ.)	No representative plaintiff		
COUNT 27 VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT (D.C. CODE § 28-3901 ET. SEQ.)	No representative plaintiff		
COUNT 28 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (D.C. CODE § 28:2-314, ET. SEQ.)	No representative plaintiff		
COUNT 29 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (D.C. CODE § 28:2-315, ET. SEQ.)	No representative plaintiff		
COUNT 30 VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FLA. STAT. § 501.201, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 31 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (FLA. STAT. § 672.314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive

			(23(b)(2))
COUNT 32 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (FLA. STAT. § 672.315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 33 VIOLATION OF GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT (GA. CODE ANN. § 10-1-370, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2)) No facts to support “recurrent” conduct For injunctive relief
COUNT 34 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (GA. CODE ANN. § 11-2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 35 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (GA. CODE ANN. § 11-2-315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 36 VIOLATION OF HAWAII UNFAIR PRACTICES AND	No representative plaintiff		

UNFAIR COMPETITION STATUTE (HAW. REV. STAT. § 480-1, ET. SEQ.)			
COUNT 37 HAWAII UNIFORM DECEPTIVE TRADE PRACTICE ACT (HAW. REV. STAT. § 481A-1 ET. SEQ.)	No representative plaintiff		
COUNT 38 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (HAW. REV. STAT. § 490:2-314, ET. SEQ.)	No representative plaintiff		
COUNT 39 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (HAW. REV. STAT. § 490:2-315, ET. SEQ.)	No representative plaintiff		
COUNT 40 VIOLATION OF PRIVATE RIGHT OF ACTION FOR CONSUMER FRAUDS ACT (IDAHO CODE § 48-601, ET. SEQ.)	No representative plaintiff		
COUNT 41 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (IDAHO CODE § 28-2- 314, ET. SEQ.)	No representative plaintiff		
COUNT 42 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (IDAHO CODE § 28-2- 315, ET. SEQ.)	No representative plaintiff		

COUNT 43 VIOLATIONS OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505/1, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 44 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (810 ILCS 5/2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 45 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (810 ILCS 5/2-315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 46 VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT (IND. CODE § 24-5-0.5-3)	No representative plaintiff		
COUNT 47 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (IND. CODE § 26-1-2- 314, ET. SEQ.)	No representative plaintiff		
COUNT 48 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (IND. CODE § 26-1-2- 315, ET. SEQ.)	No representative plaintiff		

COUNT 49 VIOLATIONS OF THE PRIVATE RIGHT OF ACTION FOR CONSUMER FRAUD ACT (IOWA CODE § 714H.1, ET. SEQ.)	No representative plaintiff		
COUNT 50 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (IOWA CODE § 554.2314, ET. SEQ.)	No representative plaintiff		
COUNT 51 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (IOWA CODE § 554.2315, ET. SEQ.)	No representative plaintiff		
COUNT 52 VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT (KAN. STAT. ANN. §§ 50-623, ET. SEQ.)	No representative plaintiff		
COUNT 53 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (KAN. STAT. ANN. § 84- 2-314, ET. SEQ.)	No representative plaintiff		
COUNT 54 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (KAN. STAT. ANN. § 84- 2-315, ET. SEQ.)	No representative plaintiff		
COUNT 55 VIOLATION OF THE KENTUCKY CONSUMER PROTECTION ACT		No class allowed No causation No particularity	Individual issues predominate (23(b)(3))

(KY. REV. STAT. §§ 367.110, ET. SEQ.)			Primary relief not injunctive (23(b)(2))
COUNT 56 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (KY. REV. STAT. § 355.2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 57 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (KY. REV. STAT. § 355.2-314, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 58 LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. REV. STAT. ANN. §§ 51:1401, ET. SEQ.)	No representative plaintiff		
COUNT 59 BREACH OF THE WARRANTY AGAINST REDHIBITORY DEFECTS (LSA-C.C. ART. 2520, ET. SEQ.)	No representative plaintiff		
COUNT 60 MAINE UNFAIR TRADE PRACTICES ACT (ME. REV. STAT. ANN. TIT. 5, § 205-A, ET. SEQ.)	No representative plaintiff from state		
COUNT 61 BREACH OF THE IMPLIED WARRANTY OF	No representative plaintiff from state		

MERCHANTABILITY (ME. REV. STAT. ANN. T. 11 § 2-314, ET. SEQ.)			
COUNT 62 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (ME. REV. STAT. ANN. T. 11 § 2-315, ET. SEQ.)	No representative plaintiff		
COUNT 63 MARYLAND CONSUMER PROTECTION ACT (MD. CODE COMM. LAW § 13-301, ET. SEQ.)		No duty to disclose No reliance No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 64 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MD. CODE COMM. LAW § 2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 65 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (MD. CODE COMM. LAW § 2-315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 66 MASSACHUSETTS CONSUMER PROTECTION ACT (MASS. GEN. LAWS ANN. CH. 93A, § 1, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 67 BREACH OF		No allegation	Individual

THE IMPLIED WARRANTY OF MERCHANTABILITY (MASS. GEN. LAWS ANN. 106 § 2-314, ET. SEQ.)		cards “unmerchantable” when they left Target	issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 68 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (MASS. GEN. LAWS ANN. 106 § 2-315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 69 MICHIGAN CONSUMER PROTECTION ACT (MICH. COMP. LAWS ANN. § 445.901, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 70 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MICH. COMP. LAWS ANN. § 440.2314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 71 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (MICH. COMP. LAWS ANN. § 440.2315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 72 MINNESOTA CONSUMER FRAUD ACT	No representative plaintiff		

(MINN. STAT. § 325F.68, ET. SEQ. AND MINN. STAT. § 8.31, ET. SEQ.)			
COUNT 73 VIOLATION OF THE MINNESOTA DECEPTIVE TRADE PRACTICES ACT (MINN. STAT. § 325D.43-48 ET. SEQ.)	No representative plaintiff		
COUNT 74 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MINN. STAT. ANN. § 336.2-314, ET. SEQ.)	No representative plaintiff		
COUNT 75 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (MINN. STAT. ANN. § 336.2-315, ET. SEQ.)	No representative plaintiff		
COUNT 76 VIOLATION OF MISSISSIPPI CONSUMER PROTECTION ACT (MISS. CODE. ANN. §§ 75-24-1, ET. SEQ.)	No pre-suit notice for plaintiff or class	No class allowed No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 77 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MISS. CODE ANN. § 75-2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 78 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE		No communication regarding a specific use	Individual issues predominate (23(b)(3))

(MISS. CODE ANN. § 75-2-315, ET. SEQ.)			Primary relief not injunctive (23(b)(2))
COUNT 79 MISSOURI MERCHANDISING PRACTICES ACT (MO. REV. STAT. §§ 407.010, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 80 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MO. REV. STAT. § 400.2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 81 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (MO. REV. STAT. § 400.2-314, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 82 VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT OF 1973 (MONT. CODE ANN. § 30-14-101, ET. SEQ.)	No representative plaintiff		
COUNT 83 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MONT. CODE ANN. § 30-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 84 BREACH OF IMPLIED WARRANTY	No representative plaintiff		

OF FITNESS FOR A PARTICULAR PURPOSE (MONT. CODE ANN. § 30-2-315, ET. SEQ.)			
COUNT 85 VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT (NEB. REV. STAT. § 59-1601, ET. SEQ.)	No representative plaintiff		
COUNT 86 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (NEB. REV. STAT. U.C.C. § 2-314, ET. SEQ.)	No representative plaintiff		
COUNT 87 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (NEB. REV. STAT. U.C.C. § 2-315, ET. SEQ.)	No representative plaintiff		
COUNT 88 VIOLATIONS OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT (NEV. REV. STAT. § 598.0903, ET. SEQ. AND NEV. REV. STAT. § 41.600)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 89 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (NEV. REV. STAT. § 104.2314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 90 BREACH OF IMPLIED WARRANTY		No communication regarding a	Individual issues

OF FITNESS FOR A PARTICULAR PURPOSE (NEV. REV. STAT. § 104.2315, ET. SEQ.)		specific use	predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 91 VIOLATION OF THE N.H. CONSUMER PROTECTION ACT (N.H. REV. STAT. ANN. §§ 358-A:1, ET. SEQ.)	No representative plaintiff		
COUNT 92 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.H. REV. STAT. ANN. § 382-A:2-314, ET. SEQ.)	No representative plaintiff		
COUNT 93 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (N.H. REV. STAT. ANN. § 382-A:2-315, ET. SEQ.)	No representative plaintiff		
COUNT 94 NEW JERSEY CONSUMER FRAUD ACT (N.J. STAT. ANN. § 56:8-1, ET. SEQ)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 95 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.J. STAT. ANN. § 12A:2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 96 BREACH OF IMPLIED WARRANTY		No communication regarding specific	Individual issues

OF FITNESS FOR A PARTICULAR PURPOSE (N.J. STAT. ANN. § 12A:2-315, ET. SEQ.)		use	predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 97 NEW MEXICO UNFAIR PRACTICES ACT (N.M.S.A. § 57-12-1 ET. SEQ.)	No representative plaintiff		
COUNT 98 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.M.S.A. § 55-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 99 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (N.M.S.A. § 55-2-315, ET. SEQ.)	No representative plaintiff		
COUNT 100 VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (N.Y. GEN. BUS. LAW § 349)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 101 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.Y. U.C.C. § 2-314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 102 BREACH OF IMPLIED WARRANTY OF		No communication regarding specific use	Individual issues predominate

FITNESS FOR A PARTICULAR PURPOSE (N.Y. U.C.C. § 2-315, ET. SEQ.)			(23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 103 VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE ACTS AND PRACTICES ACT (N.C. GEN. STAT. § 75-1.1 ET. SEQ.)	No representative plaintiff		
COUNT 104 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.C. GEN. STAT. § 25-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 105 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (N.C. GEN. STAT. § 25-2-315, ET. SEQ.)	No representative plaintiff		
COUNT 106 VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT (N.D. CENT. CODE § 51-15-01 ET. SEQ.)	No representative plaintiff		
COUNT 107 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.D. CENT. CODE § 41-02-31 (2-314), ET. SEQ.)	No representative plaintiff		
COUNT 108 BREACH OF IMPLIED WARRANTY OF	No representative plaintiff		

FITNESS FOR A PARTICULAR PURPOSE (N.D. CENT. CODE § 41-02-32 (2-315), ET. SEQ.)			
COUNT 109 VIOLATION OF OHIO CONSUMER SALES PRACTICES ACT (OHIO REV. CODE ANN. § 1345.01, ET. SEQ.)		No class No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 110 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (OHIO REV. CODE ANN. § 1302.27, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 111 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (OHIO REV. CODE ANN. § 1302.28, ET. SEQ.)		No communication regarding specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 112 OKLAHOMA CONSUMER PROTECTION ACT (OKLA. STAT. ANN. TIT. 15, § 751, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 113 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (OKLA. STAT. ANN.		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3))

TIT. 12A, § 2-314, ET. SEQ.)			Primary relief not injunctive (23(b)(2))
COUNT 114 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (OKLA. STAT. ANN. TIT. 12A, § 2-315, ET. SEQ.)		No communication regarding specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 115 OREGON UNLAWFUL TRADE PRACTICES ACT (OR. REV. STAT. § 646.605, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 116 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (OR. REV. STAT. § 72.3140, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 117 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (OR. REV. STAT. § 72.3150, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 118 PENNSYLVANIA UNFAIR TRADE PRACTICES ACT (73 PA CONS. STAT. ANN. § 201-1, ET. SEQ.)		No duty to disclose No reliance No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive

			(23(b)(2))
COUNT 119 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (13 PA CONS. STAT. ANN. § 2314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 120 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (73 PA CONS. STAT. ANN. § 2315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 121 RHODE ISLAND DECEPTIVE TRADE PRACTICES ACT (R.I. GEN. LAWS § 6-13.1, ET. SEQ.)	No representative plaintiff		
COUNT 122 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (R.I. GEN. LAWS § 6A-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 123 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (R.I. GEN. LAWS § 6A-2-315, ET. SEQ.)	No representative plaintiff		
COUNT 124 VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT (S.C. CODE ANN. §§ 39-		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief

5-10, ET. SEQ.)			not injunctive (23(b)(2))
COUNT 125 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (S.C. CODE ANN. § 36-2- 314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 126 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (S.C. CODE ANN. § 36-2- 315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 127 SOUTH DAKOTA DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT (S.D. CODIFIED LAWS § 37-24-1, ET. SEQ.)	No representative plaintiff		
COUNT 128 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (S.D. CODIFIED LAWS § 57A-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 129 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (S.D. CODIFIED LAWS § 57A-2-315 ET. SEQ.)	No representative plaintiff		
COUNT 130 TENNESSEE CONSUMER PROTECTION ACT	No representative plaintiff		

(TENN. CODE ANN. § 47-18-101, ET. SEQ.)			
COUNT 131 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (TENN. COE ANN. § 47-2-314, ET. SEQ.)	No representative plaintiff		
COUNT 132 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (TENN. CODE ANN. § 47-2-315, ET. SEQ.)	No representative plaintiff		
COUNT 133 TEXAS DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT (TEX. BUS. & COM. CODE § 17.41, ET. SEQ.)	No pre-suit notice for plaintiff or class	No duty to disclose No reliance No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 134 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (TEX. BUS. & COM. CODE § 2.314, ET. SEQ.)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 135 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (TEX. BUS. & COM. CODE § 2.315, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 136 UTAH CONSUMER SALES PRACTICES ACT		No class No causation No particularity	Individual issues predominate

(UTAH CODE ANN. §§ 13-11-1, <i>ET. SEQ.</i>)			(23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 137 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (UTAH CODE ANN. § 70A-2-314, <i>ET. SEQ.</i>)		No allegation cards “unmerchantable” when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 138 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (UTAH CODE ANN. § 70A-2-104, <i>ET. SEQ.</i>)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 139 VERMONT CONSUMER FRAUD ACT (VT. STAT. ANN. TIT. 9, § 2451, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 140 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (VT. STAT. ANN. T. 9A § 2-314, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 141 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (VT. STAT. ANN. T. 9A § 2-315, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 142 VIRGINIA CONSUMER PROTECTION ACT	No representative plaintiff		

(VA. CODE ANN. §§ 59.1-196, <i>ET. SEQ.</i>)			
COUNT 143 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (VA. CODE ANN. § 8.2-314, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 144 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (VA. CODE ANN. § 8.2-315, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 145 WASHINGTON CONSUMER PROTECTION ACT (WASH. REV. CODE § 19.86.020, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 146 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (WASH. REV. CODE § 62A.2-314, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 147 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (WASH. REV. CODE § 62A.2-315, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 148 WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT (W. VA. CODE § 46A-6-101, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 149 BREACH	No representative		

OF THE IMPLIED WARRANTY OF MERCHANTABILITY (W. VA. CODE § 46-2-314, <i>ET. SEQ.</i>)	plaintiff		
COUNT 150 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (W. VA. CODE § 46-2-315, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 151 WISCONSIN DECEPTIVE TRADE PRACTICES ACT (WIS. STAT. § 110.18 <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 152 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (WIS. STAT. § 402.314 <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 153 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (WIS. STAT. § 402.315, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 154 WYOMING CONSUMER PROTECTION ACT (W. S. 1977 § 40-12-101, <i>ET. SEQ.</i>)	No representative plaintiff		
COUNT 155 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (W. S. 1977 § 34.1-2-314,	No representative plaintiff		

<i>ET. SEQ.)</i>			
COUNT 156 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (W. S. 1977 § 34.1-2-315, <i>ET. SEQ.)</i>	No representative plaintiff		
COUNT 157 UNJUST ENRICHMENT (On behalf of the Nationwide Class or, alternatively, the State Subclasses)		Vague- not tailored to any state law State laws vary materially No cause of action in California, Georgia, Illinois Massachusetts, New Jersey or Texas	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 158 NEGLIGENT MISREPRESENTATION (On behalf of the Nationwide Class or, alternatively, the State Subclasses)		Vague- not tailored to any state law No particularity No reliance	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 159 FRAUD BY OMISSION (On behalf of the Nationwide Class or, alternatively, the State Subclasses)		Vague- not tailored to any state law No particularity No scienter No confidential relationship	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 160 BREACH OF CONTRACT (On behalf of the Nationwide Class or, alternatively, the State		Vague- not tailored to any state law No contract	Individual issues predominate (23(b)(3))

Subclasses)		between Target and customer for purchase	Primary relief not injunctive (23(b)(2))
COUNT 161 BREACH OF IMPLIED CONTRACT (On behalf of the Nationwide Class or, alternatively, the State Subclasses)		Vague- not tailored to any state law	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 162 NEGLIGENCE (On behalf of the Nationwide Class or, alternatively, the State Subclass)		Vague- not tailored to any state law No duty to protect from third party conduct Requires moral blame in certain states Barred by economic loss doctrine in certain states	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))